

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING n/a	PAGE OF 1 39 PAGES	
2. CONTRACT NO. n/a		3. SOLICITATION NO. DTRF53-01-R-00037 "Workforce Planning and Training Needs Assessment"		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06 29 2001	
7. ISSUED BY Federal Railroad Administration, Office of Acquisition & Grants Services Mail Sstop 50, 1120 Vermont Avenue, NW Washington, DC 20590 TEL: 202/493-6153 FAX: 202/493-6171		CODE		8. ADDRESS OFFER TO (If other than Item 7) FOR NON-US POSTAL SERVICE COURIER DELIVERY ONLY: Room 6230, 1120 Vermont Avenue, NW, Washington, DC 20005 TEL: 202/493-6153 FAX: 202/493-6171		6. REQUISITION/PURCHASE NO. 210131605	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 and 8 5:30 until 08 07 2001 local time (Hour) (Date)

CAUTION- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Robert Carpenter CLOSING DATE: AUG 7, 2001 B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202)493-6153 E-Mail: RCarpenter@fra.dot.gov
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.212-5)			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		<input type="checkbox"/>		15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
						18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(o)( ) <input type="checkbox"/> 41 U.S.C. 253(o)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A - SOLICITATION/ SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Contract

Line	Item / Description	Qty /	Unit /	Maximum Price
0001	<u>Base Contract</u> Performance Period: One year from the effective date of contract contractor support for workforce planning and training needs assessment	1	LOT	\$250,000
0002	<u>Option 1</u> Performance Period: If exercised, one year from the end of the base period Option to extend contractor support for workforce planning and training needs assessment	1	LOT	\$250,000
0003	<u>Option 2</u> Performance Period: If exercised, one year from the end of first option period Option to extend contractor support for workforce planning and training needs assessment	1	LOT	\$250,000
0004	<u>Option 3</u> Performance Period: If exercised, one year from the end of second option period Option to extend contractor support for workforce planning and training needs assessment	1	LOT	\$250,000
0005	<u>Option 4</u> Performance Period: If exercised, one year from the end of third option period Option to extend contractor support for workforce planning and training needs assessment	1	LOT	\$250,000
TOTAL MAXIMUM CONTRACT PRICE-----				\$1,250,000

B.1 SUPPLIES OR SERVICES TO BE PROVIDED

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract that provides for the acquisition of services as set forth in the Statement of Work included herein in Section C. Specific tasks will be issued through individual task orders. Task Orders will be negotiated, priced, and issued individually in accordance with the terms and conditions described in Section

H - Special Contract Requirements or as specified elsewhere in the contract. Funds will be obligated by individual task order.

- (a) Upon execution of task orders, the contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the requirements set forth in the task order Statement of Work.

(b) In accordance with FAR Subpart 16.5, Indefinite-Delivery Contracts, the minimum and maximum quantities of specific services are defined as follows:

- (1) MINIMUM QUANTITY: The minimum value specified herein, represents the total minimum amount of work effort (in terms of dollars) that the Government is required to order and the contractor is obligated to furnish as ordered, over the entire term of the contract, inclusive of the base period and any options exercised. The total minimum value of this contract is \$10,000.
- (2) MAXIMUM QUANTITY: The maximum value of the contract specified herein, represents the total maximum amount of work effort (in terms of dollars) that the Government may require and the contractor is obligated to furnish if and as ordered, over the entire term of the contract inclusive of the base period and any options exercised. The total maximum value of this contract is \$1,250,000.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **FRA Workforce Planning and Training Needs Assessment**

#### **C.1 BACKGROUND**

(a) The Government Performance and Results Act (GPRA) requires all Federal agencies to have a Strategic Plan that includes learning and development initiatives that are strategically aligned to the agency's objectives and mission. (See <http://www.whitehouse.gov/omb/mgmt-gpra/gplaw2m.html>.)

(b) The Federal Railroad Administration (FRA) is an Operating Administration within the U.S. Department of Transportation (DOT). FRA has a combined workforce of approximately 725 employees working at a Headquarters in Washington, DC, in eight (8) Regional Offices, and in a variety of work-at-home locations around the nation. FRA's Regional Offices are located in: Cambridge, MA; Philadelphia, PA; Atlanta, GA; Chicago, IL; Hurst, TX; Kansas City, MO; Sacramento, CA; and Vancouver, WA. The DOT Learning and Development Framework requires that FRA include mission-related learning and development opportunities and activities in its strategic planning. FRA's overall Strategic Plan cites its agency Vision and Mission as one which will "promote safe, environmentally sound, successful railroad transportation to meet current and future needs of all customers." To accomplish this mission, FRA's needs a systematic approach to workforce planning which can facilitate a more efficient and accurate alignment of the workforce to meet organizational goals, commitments, and priorities. FRA's Office of Human Resources is responsible for administering workforce planning in the agency.

It is also responsible for developing and implementing certain learning and development programs that ensure that the non-technical training needs of FRA's executives, supervisors, managers and employees are addressed. An FRA strategic plan for workforce planning and non-technical training needs to be developed to identify agency-wide competencies required to support achievement of the FRA's goals, identify the competency gaps and determine the reasons for the gaps. The approach should target specific goals that would be advanced by training. The contractor shall also subsequently evaluate the results of training to ensure that the needs, problems, or opportunities originally targeted have been accomplished.

## **C.2 OBJECTIVE**

The objective of this contract is to provide contractor support to the FRA Office of Human Resources in developing a strategic plan for workforce planning and non-technical training needs of FRA's executives, supervisors, managers and employees. These non-technical areas include such things as: interpersonal skills, supervisory and managerial leadership, teaming, conflict resolution, oral and written communications, computer applications, and other non-technical safety related subjects. The goal is that this information can be used by the FRA to design, develop and implement a strategic plan for supporting the current organization-wide competencies as well as target non-technical training goals and interventions to realign its skill mix to meet future organizational workforce needs.

This project will be accomplished incrementally, by groups of FRA employees, over a total period of up to five (5) years. The work will be conducted subject to availability of funds for contractor performance that may be implemented through individually negotiated, fixed-price task orders.

## **C.3 SCOPE OF WORK**

The contractor will perform workforce-planning activities to identify the current organizational skill mix and the gaps that exist between the current and the future skills requirements of the agency. In conjunction with this work, for non-technical skills, the contractor will identify appropriate training interventions that would redress the skills deficiencies. The work will be done by job specialties (disciplines, positions). The contractor shall use to the extent practical, job task analyses previously completed by FRA or other sources. Where applicable, the contractor will apply information acquired from assessments done under this contract. The contractor shall evaluate the results to ensure the needs, problems, or opportunities originally targeted have been accomplished. This work will support the long-term vision for a strategic and cohesive learning and development plan for non-technical training. It will incorporate the elements of the DOT Learning and Development Framework. In conducting the work, the contractor will use the DOT's Workforce Planning Guide as the model. The Guide is available in the DOT website at [http://dothr.ost.dot.gov/workforce\\_planning/wfmain.htm](http://dothr.ost.dot.gov/workforce_planning/wfmain.htm). The outcome of this project will allow FRA's decision makers to be better able to identify and prioritize those training programs that should receive funding and justify projected needed expenditures for Learning and Development programs.

#### **C.4 INDIVIDUAL TASK ORDER SCOPE**

The contractor shall perform work assigned under this contract as specified in task orders issued by the Contracting Officer in accordance with the terms and conditions in Section H or as specified elsewhere in the contract. The guaranteed minimum quantity required and the possible maximum quantities that may be required under the contract are stated in the Schedule.

#### **C.5 GOVERNMENT-FURNISHED EQUIPMENT**

As specified by individual task orders, the contractor may be provided Government-furnished equipment.

#### **C.6 DELIVERABLES AND DELIVERY SCHEDULE**

Individual task orders shall identify the deliverable(s) and delivery schedule required for work ordered under the contract.

### **SECTION D - PACKAGING AND MARKING**

#### **D.1 PRESERVATION, PACKING AND MARKING**

(a) All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be clearly marked with the name or the organization/contractor, the contract, task order and/or modification number as appropriate, and the identification of the submission.

#### **D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information under the terms and conditions of the contract, including forms, report, etc., to the Contracting Officer or the COTR, shall be paid by the contractor.

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION AND ACCEPTANCE**

Satisfactory completion of work under this contract shall be indicated by written receipt of such work by the Contracting Officer or the designated COTR. Taking physical delivery of deliverable items shall not constitute acceptance.

### **SECTION F - DELIVERIES OR PERFORMANCE**

**F.1** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text

of a clause may be accessed electronically at this/these address(es):

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www-far.npr.gov>

<http://web2.deskbook.osd.mil/default.asp>

<http://www.dot.gov/ost/m60/acquniv.htm>

FAR 52.247-34 F.O.B. Destination. NOV 1991

## **F.2 PERIOD OF PERFORMANCE**

(a) Base Period of Performance (Term): The period of performance for the base period shall be one (1) year commencing from the effective date of the contract.

(b) Option Periods of Performance (Term): The periods of performance for each of the four options, if exercised by the Government, shall be 12 months commencing from the effective date of the exercising of that option. Each option period, if exercised, will commence on the day after the expiration of the previous period of performance.

(c) The FRA has a unilateral right to extend the term of the contract through the exercise of one or more of the one-year option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If FRA exercises all options, the total period of performance for this contract will be five (5) years from the effective date of the contract. Task Orders may be issued any time during the period of performance of the contract and the period of performance for each individual task order will be specified in the task order. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and subsequent option periods, if exercised.

## **F.3 PLACE OF DELIVERY**

(a) All deliverables, as described herein and as required by individual task orders, shall be delivered under transmittal letter, to the COTR at the following address:

US Department of Transportation  
Federal Railroad Administration  
Office of Human Resources, Stop 30  
ATTN: *(to be inserted at time of award)*  
1120 Vermont Avenue, NW  
Washington, DC 20590

(b) Some deliverables as specified by individual task orders, and a copy of each deliverable's transmittal letter shall be delivered to the Contracting Officer at the following address:

US Department of Transportation  
Federal Railroad Administration  
Office of Acquisition & Grants Services, Stop 50  
1120 Vermont Avenue, NW  
Washington, DC 20590

#### **F.4 CONTENTS OF DELIVERABLES**

Deliverables will be negotiated by individual task orders under this contract. These may require established content, quality standards or delivery schedules, as needed. Additionally, while deliverables will usually be written reports, according to the needs in a particular task order, they also may be briefings, microcomputer or word processing diskettes, photos, videotapes, or some combination of these.

#### **SECTION G - CONTRACT ADMINISTRATION DATA**

##### **G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

##### **G.2 CONTRACTING OFFICER'S TASK MONITOR (TM)**

(a) The Contracting Officer may designate additional technical personnel as TM's to assist the COTR in monitoring the work under this contract. The COTR will coordinate and manage the activities of the TM, who will in turn, with the COTR's concurrence and consent, act as his/her agent within the limits of the COTR's authority to the extent that the TM does not supplant that individual in his/her responsibilities or capacity as COTR.

(b) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Only the Contracting Officer can authorize any such revision in writing. The contracting Officer shall promptly countermand any action that exceeds the authority of the COTR or TM's.

##### **G.3 BILLING INSTRUCTIONS**

The contractor shall submit invoices for payment utilizing Standard Form 1034 submitted in one original in accordance with "Instructions for Preparation and Submission of Public Vouchers" (available from the Contracting Officer). Invoices shall be submitted to:

U. S. Department of Transportation  
Federal Railroad Administration  
Attn: Cynthia Atlee, TEL: (202) 493-6157  
P.O. Box 4110  
Chesapeake, VA 23327-4110

#### **G.4 TRAVEL AND PER DIEM**

(a) All travel reimbursable hereunder shall conform to the FAR 31.205-46.  
(b) All travel shall be reimbursed up to the negotiated NOT-TO-EXCEED dollar amount allocated for travel expenses in each individual task order in accordance with current Government travel regulations at economy class rates when available. If not available, reimbursement vouchers shall be annotated that economy class was not available. The contractor shall be reimbursed for actual costs incurred for per diem/subsistence costs in accordance with current Government travel regulations.

#### **G.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

(a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion of key personnel shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel under this Contract are:

Name

Title

*(To be inserted at time of award)*

#### **G.6 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/REPLACEMENTS**

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of performance of this contract, the Contracting Officer reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer further reserves the right to disallow the utilization of the proposed substituting individual(s) for performance on the subject contract, when the technical and/or professional qualifications of the proposed individuals are determined, by the Contracting Officer, (1) not to be substantially equivalent to the technical and/or professional



qualifications of the key personnel they are to substitute, or (2) not sufficient to reasonably insure successful performance or otherwise endanger project performance, progression, or completion.

#### **G.7 FUNDING**

Funding for performance of task orders will be allocated and obligated by the individual orders issued against the contract. Award of the base contract does not constitute an authority to commence work or incur costs on behalf of the Government.

#### **G.8 COTR ASSIGNMENT**

(To be inserted at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR) for this contract. The COTR can be reached by telephone at (pending award).

The COTR has the authority to monitor the technical progress of the services that are required under the contract. This includes visits to the contractor's place of performance, meetings, and telephone conversations with the contractor's personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the contracting officer. The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the contractor must submit a written request to the contracting officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the contractor and the COTR occurs, the contracting officer or contract specialist should be contacted immediately for resolution. The contractor should also contact the contracting officer or contract specialist when the COTR cannot be contacted on a technical matter and for assistance on all other matters pertaining to this contract.

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 ACCESSIBILITY OF MEETINGS AND CONFERENCES TO PERSONS WITH DISABILITIES**

The contractor shall assure that any meeting or conference held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations.

#### **H.2 EXCLUDED FUNCTIONS AND RESPONSIBILITIES**

(a) Functions and responsibilities directly involved or associated with the management of any FRA Office are expressly excluded from this contract or order issued hereunder. The parties hereby agree that any instructions, directives, or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the contractor under this contract or order issued hereunder:

- (1) Policy making or management of FRA operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefor;
- (5) Direction or supervision of other Government contracts or Government agencies, or otherwise acting as an agent to obligate or commit in any capacity;
- (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
- (7) Supervision of Government employees.

### **H.3 REPRODUCTION OF REPORTS**

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready original. The Government will reproduce copies exceeding the above limits. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order hereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

### **H.4 TASK ORDERING PROCEDURES**

(a) Task Orders negotiated under this contract may be issued only by a designated Contracting Officer representing the U.S. Department of Transportation, Federal Railroad Administration.

(b) Task orders may be solicited, negotiated, and issued from the effective date of this contract through completion or termination of the base period and/or each of the four successive option year periods of the contract. If all options are exercised, task orders may be issued through a five (5) year period commencing from the effective date of contract. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and the option periods, if exercised.

(c) All task orders shall be subject to the terms and conditions of this basic contract. In the event of conflict between a task order and this contract, the contract shall control. The Government will issue task orders for those segments of work defined in the Statement of Work included herein in Section C. The task orders shall be the instruments for specific work performance.

(d) Task orders will be executed through bilateral agreement between the contractor and the Federal Railroad Administration Contracting Officer. Task

orders will be executed in writing using an Optional Form 347, a suitable agency-approved form, or any other appropriate contractual instrument.

(e) There is no limit on the number of task orders that may be issued against this contract, if and when needed, within the maximum value of the contract (sum of CLIN's 0001 through 0005 at the time of award). It is anticipated that fixed-price type task orders will be negotiated for individual work requirements under this contract with the cumulative values stated for the base and each option period. However, if the Government's requirements (in any period or in all periods combined) do not result in task orders against this contract beyond the stated minimum value (\$10,000), that fact shall not constitute the basis for an equitable price adjustment.

(f) Any task order issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order. The task order shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(g) Orders placed under this contract shall contain the following information:

- (1) Effective date of the order;
- (2) Contract number and order number;
- (3) Scope of Work, including references to applicable requirements in the basic contract;
- (4) List of any Government-owned or third party property, material, or facilities to be furnished for the performance of the work;
- (5) The fixed price of the task order for complete performance;
- (6) Delivery or performance period
- (5) Place and manner of inspection and acceptance;
- (7) Packaging, packing, and shipping instructions, if any
- (8) Accounting and appropriation data; and
- (9) Any other pertinent information.

#### **H.5 TASK ORDER PROPOSAL EVALUATION**

(a) Written solicitations for each prospective task order will be issued by the Contracting Officer. Each prospective task order solicitation shall include the specific statement of work. After issuance of a solicitation request, the contractor shall prepare and submit to the Contracting Officer a proposal. The proposal shall serve as the basis for negotiation of a finalized task order and shall specify the following:

- (1) The technical approach to the work to be performed to include assigned personnel;
- (2) The estimated labor, including a level of effort estimate for the required number of labor hours, by labor category and billing rates for each task or subtask;
- (3) The estimated direct material, travel, subsistence, and similar costs, if required;
- (4) The proposed fee or profit with supporting substantiation (i.e. risk factors associated with the statement of work--see FAR 15.404-4(d));

- (5) The planned time schedule for performance with milestones suitable for monitoring task progress;
- (6) Dollar amount and type of any proposed subcontract, including detailed supporting documentation pertaining to proposed costs;
- (7) The total price, to be drawn against the negotiated ceilings under the basic contract. The cost breakdown shall utilize the current applicable direct and indirect cost rates, not exceeding any ceilings established by the terms of the contract; and
- (8) Any other pertinent information related to the technical approach or pricing.

(b) Upon receipt of the contractor's proposal, the Contracting Officer will evaluate the proposal response to determine its technical acceptability, sufficiency, and reasonableness within the terms of the contract. The Government reserves the right to accept or reject the contractor's order proposal without further discussions or negotiations. The Contracting Officer will hold negotiations, as necessary, to resolve any technical and cost issues in the proposal.

(c) Upon completion of the above process, the contractor shall be issued a completed order document accompanied by the Statement of Work to include the incorporation by reference of the accepted technical approach within the proposal. Only upon receipt of a fully executed, written task order shall the contractor commence work hereunder. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a fully executed, written task order, which has been signed by the Federal Railroad Administration Contracting Officer.

#### **H.6 TASK ORDER CEILINGS**

Task Orders shall not exceed the cumulative maximum price set forth in Section B for work within the base year or within any option year of contract performance unless specifically authorized by the Contracting Officer.

#### **H.7 NOTICE OF INCORPORATION**

Section K, Representations, Certifications, and Other Statements of Offerors, of the original solicitation document, are not provided with this contractual document. Section K, however, is fully incorporated into this contract by reference.

### **SECTION I - CONTRACT CLAUSES**

**I.1** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www-far.npr.gov>

<http://web2.deskbook.osd.mil/default.asp>

<http://www.dot.gov/ost/m60/acquniv.htm>

52.202-1 Definitions. OCT 1995  
 52.203-3 Gratuities. APR 1984  
 52.203-5 Covenant Against Contingent Fees. APR 1984  
 52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995  
 52.203-7 Anti-Kickback Procedures. JUL 1995  
 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997  
 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997  
 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 1997  
 52.204-4 Printing or Copying Double-Sided on Recycled Paper. AUG 2000  
 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995  
 52.215-2 Audit and Records-Negotiation. JUN 1999  
 52.215-8 Order of Precedence--Uniform Contract Format. OCT 1997  
 52.215-19 Notification of Ownership Changes. OCT 1997  
 52.217-2 Cancellation Under Multi-year Contracts. OCT 1997  
 52.219-6 Notice of Total Small Business Set-Aside. JUL 1996  
 52.219-8 Utilization of Small Business Concerns. OCT 2000  
 52.222-3 Convict Labor. AUG 1996  
 52.222-21 Prohibition of Segregated Facilities. FEB 1999  
 52.222-26 Equal Opportunity. FEB 1999  
 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. APR 1998  
 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998  
 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era. JAN 1999  
 52.223-6 Drug-Free Workplace. JAN 1997  
 52.224-1 Privacy Act Notification. APR 1984  
 52.224-2 Privacy Act. APR 1984  
 52.227-14 Rights in Data - General. JUN 1987  
 52.232-17 Interest. JUN 1996  
 52.232-19 Availability of Funds for the Next Fiscal Year. APR 1984  
 52.232-23 Assignment of Claims. JAN 1986  
 52.232-25 Prompt Payment. JUN 1997  
 52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration. MAY 1999  
 52.233-1 Disputes. DEC 1998  
 52.233-3 Protest after Award. AUG 1996  
 52.239-1 Privacy or Security Safeguards. AUG 1996  
 52.249-6 Termination For Convenience of the Government (Fixed-Price). SEP 1996  
 52.253-1 Computer Generated Forms. JAN 1991

## **I.2 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$250,000;
- (2) Any order for a combination of items in excess of \$250,000; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not

completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years from the effective date of the contract or the period of performance under an existing task order which was issued within the three years from the effective date of the contract, which ever date is later.

**I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**I.6 52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of the Contracting Officer, Robert L. Carpenter, and shall not be binding until so approved.

**I.7 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)**

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.8 TRANSPORTATION ACQUISITION REGULATION (TAR)(48 CFR CHAPTER 12) CLAUSES**

1252.209-70 Disclosure of Conflicts of Interest (OCT 1994)

1252.242-72 Dissemination of Contract Information (OCT 1994)

**SECTION J - LIST OF ATTACHMENTS**

Attachment 1 - "Hazardous Materials Field Training and Orientation Guide"



**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR QUOTERS**

**K.1 52.203-11** Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
  - a. No Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontracts awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United State Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 52.204-3 Taxpayer Identification. (OCT 1998)**

- (a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN

may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K.3 52.204-6 Data Universal Numbering System (DUNS) Number (June 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" following by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United State may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.5 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting

from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

**K.6 52.219-1 Small Business Program Representations. (OCT 2000) Alternate II (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541612.

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is \$5 million.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 52.219-22 Small Disadvantaged Business Status. (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small

disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under



the authority of the Small Business Act.

**K.8 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The offeror represents that -

(a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (\_\_\_) has, (\_\_\_) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9 52.222-25 Affirmative Action Compliance. (APR 1984)**

The offeror represents that -

(a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.226-2 Historically Black College or University and Minority Institution Representation. (MAY 1997)**

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it -

\_\_\_ is \_\_\_ is not a Historically Black College or University;  
\_\_\_ is \_\_\_ is not a Minority Institution.

**K.12 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award

results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General." (End of provision)

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

### **L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE, FAR 52.252\_1 (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. In addition, the full text of FAR clauses may be accessed electronically at <http://www.arnet.gov/far/>. Full text of clauses contained in the Transportation Acquisition Regulation (TAR) may accessed at <http://www.dot.gov/ost/m60/tamtar/tar>.

**L.2 52.214-34** Submission of Offers in the English Language. APR 1991

**L.3 52.214-35** Submission of Offers in U.S. Currency. APR 1991

**L.4 52.215-1** Instructions to Offerors--Competitive Acquisition. FEB 2000

### **L.5 52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a fixed-price, indefinite delivery-indefinite quantify (IDIQ), task ordering type contract resulting from this solicitation.

### **L.6 52.233-2 Service of Protest. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer addressed as follows: Federal Railroad Administration, 1120 Vermont Avenue NW, Mail Stop 50, Washington, DC 20590 and confirmed by obtaining written and dated acknowledgment of receipt from the Contracting Officer or location where a protest may be served on the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.7 CONTENT OF PROPOSALS**

**GENERAL.** Offerors must submit: one (1) original and three (3) paper copies of the written technical proposal and the past performance information; one (1) set of original transparencies and three (3) paper copies of all slides for the required oral presentation as described herein; and three (3) copies of the cost proposal relating to the Sample Task. The offeror's technical proposal shall address the technical approach for the overall Statement of Work as well as for the Sample Task. An offeror's technical proposal will be evaluated in accordance with those factors set forth in Section M. The cost proposal should focus on the sample task and provide a detailed breakdown of

all estimated costs to accomplish the task. Electronically submitted or FAXed proposals will NOT be accepted.

(1) A proposal submitted in response to the solicitation must consist of a Technical Proposal, with sections for Technical Approach, Key Personnel, and Management Plan (Staffing Plan), a separate volume with Past Performance information, and a separate Cost Proposal. The Technical Approach, Key Personnel, and Management Plan (Staffing Plan) sections must not contain any contract price or cost information.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.

(3) Clarity and completeness of the proposal are the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent of the proposal will be considered unrealistic and may be considered unacceptable.

(4) Proposals must be legible, double spaced (personnel résumés may be single spaced), typewritten (on one side only), in a type size not smaller than 12 point proportional, on paper not larger than eight and a half by eleven inches and to exceed the page limits established herein. Pages in excess of the individual limitations shall not be read, and the proposal shall be evaluated as if the excess pages did not exist. Some foldout charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8½" x 11" page foldout will be counted as one page (i.e., one fold-out with two pages will be counted as two 8½" x 11" pages).

(5) The Technical Proposal, Past Performance information, and the Cost Proposal Volumes must be submitted in separately sealed envelopes within a sealed package and be clearly marked with the solicitation number. The proposal may have a cover letter (maximum 2 pages). Each volume and section must have a table of contents. Tables of contents and blank section dividers are not included in the page limitations cited for each section. Proposals submitted in response to this solicitation must contain the information as outlined below.

**(b) TECHNICAL PROPOSAL.** The following sections are to be included in the order indicated:

**(1) Section I – Technical Approach.**

**Part 1. Overall Understanding/Approach** - This section of the technical proposal requires the offeror to provide a concise summary of its understanding and general approach to the Statement of Work based on its knowledge and experience in conducting work of a like or similar nature. *(The response to Part 1 is limited to not more than 10 pages.)*

**Part 2. Sample Task** - This section of the technical proposal provides the offeror's response to the sample task set forth herein. The sample task provided hereunder is representative of the statements of work to be issued as delivery orders. Depending upon the availability of funds, the sample task set forth herein may be issued separately or concurrently as the initial order(s) under the contract. For the sample task, the offeror will provide (1) a description of

possible areas to be investigated in researching each task, (2) a detailed description of the technical approach including a step-by-step procedure and methodology which would be used in accomplishing the task, (3) a detailed work plan with a delivery schedule for implementation, (4) a product outline describing what would be the expected deliverable(s) and/or result(s) of this task, and (5) labor hours by labor category but not cost. The offeror shall not propose studies in response to the sample task but rather a detailed technical report addressing methodologies/recommendations that meet sample task requirements. *(The response to the Part 2 is limited to not more than ten (10) pages.)*

**SAMPLE TASK - Statement of Work:**

The contractor shall conduct an assessment of non-technical, non-safety related skills in a limited group of FRA employees who are Railroad Inspectors (GS-2121) in the specialty of Hazardous Materials. This group contains approximately 50 employees who are fairly evenly dispersed among FRA's eight (8) regions. These FRA Railroad Inspectors are a very mobile workforce, and at least 50% of these employees may telecommute from their homes rather than from an office when they are not traveling in the course of their duties. FRA has already completed a technical job task analysis for all Hazardous Materials Railroad Inspector positions. As a result of that analysis, a "Hazardous Materials Field Training and Orientation Guide" was published for FRA's HAZMAT Railroad Inspectors. This publication is provided with this RFP solicitation as Attachment 1.

The assessment must address major skill areas of interpersonal, conceptual, leadership, teaming, oral and written communications, computer use, conflict resolution, supervisory and managerial and non-safety related skill needs by each grade level and/or profession. This assessment must identify the current skills, skill gaps, identify reasons for the gaps and make comprehensive recommendations of training interventions that would redress these deficiencies. The goal is that this assessment can be used by the FRA to design, develop and implement a strategic plan for supporting the current organization-wide competencies as well as target training goals and interventions to prepare to realign its skill mix to meet future organizational needs. In conducting this task, the contractor will use the DOT's Workforce Planning Guide as a model. The guide is publicly available in the DOT website at [http://dothr.ost.dot.gov/Workforce\\_Planning/wfmain.htm](http://dothr.ost.dot.gov/Workforce_Planning/wfmain.htm). Upon completion of the assessment, the contractor shall submit a draft report to FRA for review and comment.

Sample Task Deliverable(s) and Performance Schedule: The contractor shall complete the assessment for this group of FRA employees within six (6) months from award of the task order and submit three (3) paper copies of a draft final report to FRA for review and comments within seven (7) months after award. The FRA will provide the contractor with comments, if any, on the draft final report within 30 days of delivery. The contractor shall incorporate FRA comments into the draft report and submit a revised final report within 10 days after receipt of FRA's comments. The final report shall be submitted in 3 paper copies and one (1) diskette version.

**(2) Section II – Key Personnel.** Section II must contain a one page (maximum) introductory summary on key personnel including their full time availability, followed by résumés for all key personnel being proposed. Résumés are restricted to three pages each and shall include, but not limited to, information addressing the person's field of training (e.g. college degrees, certifications, etc.); a list of his/her applicable authored publications; other relevant outstanding achievements; a description of the person's relevant work experience correlating to the expected areas of work to which they would be assigned under the proposal. All key personnel must be available full-time. (Available means available to work, if and when ordered. Full-time means a regular labor-year, the definition of which in terms of precise hours will vary from company to company.) New hires may not be proposed. (A new hire is defined as a specified or unspecified individual to fill an empty billet who is neither identified as a current employee of the offeror (or proposed subcontractor) nor as a contingency hire. A contingency hire may be proposed. (A contingency hire is defined as an individual who has signed a commitment to work in the event the contract is awarded to the offeror.) A copy of the signed contingency agreement must be submitted in proposal for any contingency hire of a key person.

**(3) Section III – Management Plan (Staffing Plan).** In Section III the offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedure to be taken to coordinate work and ensure quality control and cost control. The offeror must define the proposed organizational structure (including responsibilities, and reporting structure) for the project/contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface internally and with the FRA. The offeror must describe policies, procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems. The management plan shall include a staffing plan that proposes how the non-key personnel portion of the contract will be staffed. In the plan the offeror must describe the extent to which the offeror proposes to staff the non-key portion (by labor category) with current employees or with those for whom the offeror has binding contingency hire agreements. The plan will describe the minimum qualification requirements established by the offeror for all non-key personnel. Offerors are cautioned that the primary preference for staffing non-key personnel at time of contract award is with current employees or contingency hires vice reliance on recruiting new hires. (Résumés shall not be submitted on non-key personnel nor shall contingency agreements be submitted). *(The response to Section III is limited to not more than 10 pages.)*

**(c) PAST PERFORMANCE INFORMATION** The offeror shall describe its past performance on up to ten (10) directly related or similar Federal, State and local government, and private industry contracts and subcontracts it has held within the last 3 years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. (The information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed

explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance.

- A. Contract Number(s) and type of contract(s);
- B. Procuring Agency and name of reference point(s) of contact (not to exceed 3 for each project) telephone and fax numbers at the Federal, State, Local Government or Commercial entity for which the contract was performed;
- C. Dollar value of the Contract;
- D. Period of Performance;
- E. Detailed description of the work performed;
- F. Relevancy of the contract to this proposed requirement;
- G. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- H. The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

Offerors shall submit similar past performance information on proposed significant or critical subcontractors but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted. The proposal must describe the amount of work and criticality of the work to be subcontracted. Such subcontractor work must clearly indicate the extent of involvement of the subcontractor(s) in the proposed effort (such as 40% of the total labor hours) and why such subcontractor experience is relevant considering the subcontractor effort proposed.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

**(d) COST PROPOSAL** Offerors shall provide the cost/price information required by the provision, "Cost/Price Proposal(s)". The offeror shall provide one complete signed copy of the solicitation document, including representations and certifications, and pricing related to its approach to the Sample Task set forth herein.

#### **L.8 REQUIRED ORAL PRESENTATION**

- (a) The management team of each offeror identified by the Government as being in the Preliminary Competitive Range must make an oral presentation. Immediately thereafter, the offeror's team must submit to an interview conducted by Government representatives. The sole purpose of the oral presentation and the interview is to permit the Government to test and evaluate the management team's relative knowledge and competence with regard to the Government's requirements and program objectives and the relevant technology, theories, program challenges and risks, and cost issues.
- (b) The offeror's oral presentation and interview answers, including all slides, are a part of its technical proposal, may not include changes to its proposal, and will not become part of any resulting contract. Neither the presentation nor the interview will obligate



the Government to entertain revisions to the proposal or to solicit revised offers. The Government intends to award without discussions.

- (c) The Contracting Officer will schedule the oral presentation for all offerors in the Preliminary Competitive Range and will notify each of those offerors of the date, time, and location of its oral presentation. The Contracting Officer will select the order of contractor presentations by conducting a lottery upon determination of the Preliminary Competitive Range. The oral presentations shall be made at the Government's facility in Washington, DC. The Government reserves the right to reschedule an offeror's oral presentation at the discretion of the Contracting Officer.
- (d) One (1) hour will be allotted for each oral presentation. The offeror must address the following topics in the order and allotted time in which they are listed below:
  - (1) Overall Technical Understanding and Approach (30 minutes)
  - (2) Sample Task (30 minutes)
- (e) An offeror may address any other topic, as well within the above one (1) hour time limit that will be strictly enforced by the Contracting Officer.
- (f) A maximum of three (3) contractor personnel may participate. These individuals/presenters will attend the oral presentation and the interview by Government representatives immediately thereafter in which they must answer questions directed to them. No other officers, employees, consultants, agents, or other representatives of the offeror may attend.
- (g) Each offeror must use black and white overhead transparencies (slides) to document key points of its presentation. The Government will provide one overhead projector, one flip chart pad/stand, and marker pens for the offeror's use during the presentation. The offeror may not use or submit any other media or documents. The offeror must submit its set of overhead transparencies and six (6) paper copies to the Government in a sealed package with its offer. Failure to submit by the date established for receipt of offers will cause the offer to be rejected in its entirety. Immediately before the presentation, the Contracting Officer will give the transparencies to the offeror for its use during the presentation. The overhead transparencies must be 8.5 by 11 inches. The legibility and clarity of the transparencies is the responsibility of the offeror. The transparencies submitted will be considered the offeror's technical proposal. If there is a discrepancy between any of the transparencies and what is verbally stated during the presentation, the transparencies will take precedence. There is no limit to the number of transparencies that an offeror may submit with its proposal. However, no additions or substitutions may be made at the oral presentation. When evaluating the offeror's presentation, the Government will consider only the information on the transparencies that were actually projected during the presentation.

**L.9 COST/PRICE PROPOSAL(S)**

(a) Each Offeror shall submit the following as part of its cost/price proposal relating to the Sample Task:

- (1) Direct labor rate(s) for Prime and Subcontractors;
- (2) Overhead rate(s) for Prime and Subcontractors (include fringe if separate pool);
- (3) General and Administrative (G&A) rate for Prime and Subcontractors;
- (4) Burdened labor rates for Prime and Subcontractors;
- (5) Number of hours per week of uncompensated overtime by labor category (if proposed);
- (6) Distribution of effort by hours between Prime and Subcontractors;
- (7) Name, address and telephone number of the Offeror's cognizant DCAA office or other auditor cognizant of the contractor's financial records;
- (8) A Summary total of the following:

Direct Labor	\$	
Fringe	\$	%
Overhead	\$	%
Subcontractor	\$	
G & A	\$	%
Profit	\$	
ODC	\$	
G&A on ODC	\$	%
Indirect on ODC	\$	
Total	\$	

(b) Profit will not be analyzed. It is included solely for verification of correct computations/totals.

**L.10 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION**

Inquiries concerning the solicitation requirements shall be in writing and must be received by the Contracting Officer at the location noted in block 7 of the Standard Form 33, "Solicitation, Offer and Award," on or before 20 calendar days prior to closing. In the event of an amendment to the solicitation, questions must be received within 3 calendar days after issuance of the amendment or 12 calendar days prior to closing whichever is later. The government may not consider questions after this date.

**L.11 SERVICE OF PROTEST, FAR 52.233-2 (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert L. Carpenter  
Federal Railroad Administration  
Office of Acquisition & Grants Services, Stop 50  
1120 Vermont Avenue, NW  
Washington, D.C. 20590

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 TECHNICAL EVALUATION FACTORS

(a) The primary technical evaluation factors are listed below in descending order of importance, unless otherwise indicated.

#### **I. Technical Approach (Section I)**

*(1 and 2 below are substantially equal in importance.)*

1. Evaluation of Overall Understanding/Approach will be based upon the extent to which the offeror clearly understands all the tasking areas and knows how to approach them.

2. The sample task (set forth in Section L) will be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully perform the Government's requirements.

#### **II. Key Personnel (Section II)**

Evaluation will be based on the extent to which personnel résumés submitted by the offeror clearly as a minimum meet, or exceed, the education and experience required by the labor category qualifications in Section C. To be considered, all key personnel must have letters of commitment in the proposal, and be available full-time unless exempted (see Section L), and otherwise comply with the requirements in Section L for Key Personnel.

#### **III. Management Plan (Staffing Plan) (Section III)**

Evaluation of the management plan will be based on the extent to which the plan demonstrates sound business practices in response to the requirements in Section L. In terms of the staffing portion of the plan, the evaluation will be based on the extent to which the offeror clearly demonstrates an ability to staff the non-key personnel portion of the contract with personnel who meet the minimum personnel qualifications, both initially and over the life of the contract. (Primary preference for initial staffing of non-key personnel at time of contract award is for current employees of with personnel for whom the offeror has binding contingency hiring agreements vice recruiting.)

(b) **Scoring Adjectives.** The following adjectives should be used as general guidance in assessing each technical sub-criterion and the technical proposal as a whole:

"Outstanding"	O	Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	B	Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	A	Meets all solicitation requirements. Complete,

comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Offeror's understanding of the Government's requirements.

"Marginal"

M Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain to be "Marginal" after "Best and Final" offers shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable."

"Unacceptable"

U Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.)

## **M.2 EVALUATION OF PRICE**

(a) The total evaluated price will be derived by the sum of the following proposed for the Sample Task:

(1) The total proposed burdened labor costs.

(2) Other Direct Costs (ODCs) including General and Administrative costs (G&A). Offerors must clearly state the proposed rate of G&A, if applicable, which is applied to ODCs (such as travel, materials, etc.). If the Government has specified a combined ceiling amount for ODCs and associated G&A in the schedule, the offerors' G&A will be added to the ODC ceiling amount *for evaluation purposes only*.

(3) The proposed fee or profit.

(b) An offeror's costs used in developing the evaluated price may be modified by the results of a Cost Realism analysis, if one is being performed.

## **M.3 COST REALISM**

(a) Cost realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be

(1) to verify the Offeror's understanding of the requirements;

(2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the Offeror will provide the supplies or services for the offered prices/costs; and

(3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

(b) Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism is performed, the resulting cost realistic cost estimate shall be used in the

evaluation of cost.

#### **M.4 EVALUATION OF PAST PERFORMANCE**

(a) In relation to the evaluation of other non-cost factors, the evaluation of past performance will be considered equal to cost/price, but slightly less than all technical factors combined.

(b) The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel," if any, may be considered.

(c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

(d) The Government will consider the following elements of past performance:

<b>QUALITY OF SERVICE</b>	Assess the offeror's conformance to contract requirements and standards of good workmanship.
<b>SCHEDULE</b>	Assess the timeliness of the offeror against the completion of the contract task orders, milestones, delivery schedules, administrative requirements.
<b>COST CONTROL</b>	Assess the offeror's effectiveness in forecasting, managing, and controlling costs.
<b>BUSINESS RELATIONS</b>	Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness and quality of problem identification, corrective action plans, proposal submittals, the offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the offeror met small/small disadvantaged, HUBZone small business, and women-owned business participation goals.

(e) Contracting Officers will use the following adjectival definitions as

guidelines in evaluating past performance:

<b>NEUTRAL</b>	No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance. Proposal received no merit or demerit for this factor.
<b>EXCEPTIONAL</b>	No risk anticipated with delivery of quality product, on time, or any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
<b>VERY GOOD</b>	Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
<b>SATISFACTORY</b>	Some potential risk anticipated with delivery of quality product, on time, and of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
<b>MARGINAL</b>	Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance (A rating of marginal does not by itself make a proposal ineligible for award.).
<b>UNSATISFACTORY</b>	Significant potential risk of anticipated failure of performance based upon the offeror's past performance.

#### **M.5 PRELIMINARY COMPETITIVE RANGE DETERMINATION AND ORAL PRESENTATION**

- (a) In the event that the Contracting Officer determines that it is necessary to conduct oral or written discussions, the Contracting Officer shall determine which proposals are in the competitive range.
- (b) In accordance with the Federal Acquisition Regulation (FAR) 15.609, the Contracting Officer shall determine which proposals are in the competitive range on the basis of cost or price and other factors stated in the solicitation. The factors will consist of an evaluation of: (1) the Technical Approach Parts 1 and 2; (2) Past Performance; and (3) Cost/Price for the Sample Task.
- (c) Based on the results of the evaluation in subpart (b)(above), and after consideration of the offeror's proposed cost or price, the Government will determine which proposals have a reasonable chance of being selected for award. These proposals shall be included in the competitive range and the Government shall invite those offerors

to present an oral presentation as described in Section L.

- (d) Any proposal deemed not to stand a reasonable chance for award following the oral presentation shall be removed from further consideration and the offeror shall receive the notification contained in FAR 15.1002.

#### **M.6 CONTRACT AWARD - BEST VALUE**

(a) The Government intends to evaluate proposals and award a single contract without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(b) Proposals received in response to this solicitation will be evaluated by the Federal Railroad Administration pursuant to the Federal Acquisition Regulation (FAR) and the Transportation Acquisition Regulation (TAR). One contractor will be selected for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Good, Acceptable, Marginal, or Unacceptable in relation to the evaluation factors set forth in this solicitation. A finding of Unacceptable in one technical factor may result in the entire technical proposal being found to be Unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as Neutral, Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory as set forth in Section M provision entitled "Evaluation of Past Performance."

(d) When combined, all evaluation factors other than cost or price are more important than cost or price.

(e) Prospective offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance) are superior.

[END OF SOLICITATION]

*DTFR53-01-R-00037*  
*ATTACHMENT 1*



*FEDERAL RAILROAD  
ADMINISTRATION*

*OFFICE OF SAFETY*

*Hazardous Materials  
Field Training and  
Orientation Guide*



# **FRA Hazardous Materials Field Training and Orientation Guide**

## **Introduction**

Since 1994, FRA has made great strides in the development and presentation of a full range of courses designed to meet the training needs of our field employees. These needs were identified through the formal Training Needs Assessment Survey that was conducted agency wide in 1996.

The Safety Improvement and Development Team (SIDT) recognizes the value of formal classroom training, but also recognizes the importance of the on the job training (OJT) that new employees receive in the regions. This type of training has even greater value if it is structured in nature, and monitored to assure quality and consistency of delivery.

To accommodate this criteria, selected members of the SIDT, with the assistance of subject matter expert representatives from each region, conducted a Job Task Inventory (JTI), and subsequent Job Task Analysis (JTA) within the Hazardous Materials Discipline. The result of this effort is the ***Hazardous Materials FRA Field Training and Orientation Guide***.

This guide consists of a full range of job duties and tasks that Hazardous Materials Inspectors are required to perform in their daily assignments. A total of 12 major job duty categories were identified for this manual with each associated job task described with measurable performance outcomes.

The use of this guide in delivering OJT offers the following benefits:

- The new inspector will receive active instruction while performing each task, utilizing the OJT techniques of Tell, Show, and then Do.
- It provides a systematic use of self-study and the subject matter expert/apprentice principle.
- Job proficiency is acquired by performing on the job under the direct supervision of a skilled professional with opportunities for demonstration, performance and timely feedback.
- Ensures that all prerequisite information for the task is available to the new inspector.
- The expectations for learning are clearly stated for the new inspector.
- The expectations for acceptable proficiency are clearly stated for the trainer.
- It is presented in the form of a training plan, that ensures new inspectors will be exposed to and evaluated on the identified job task performances.
- It is used with, or as a continuation of, instruction received in formal courses.
- It is used to reinforce classroom training, especially on complex subject matter.
- It includes an interactive CD, complete with self study guides, work projects, and tests to support the OJT process.

In FRA, we feel that our employees are entitled to the best training opportunities available. The use of this manual should help us achieve that goal.

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## **OJT Program Administration and Implementation**

The Hazardous Materials Field Training and Orientation Guide is intended for on-the-job (OJT) training of new GS-9, 11, and 12 federal inspectors and the state inspector equivalents of these grade levels. The standards contained in the guide are **not** intended to be used to evaluate GS-5 and 7 level federal new inspectors or their state equivalents.

The task inventories that provide the foundation of the OJT program are the consensus product of a group of subject matter experts from each of FRA's eight regions and Headquarters, using a format that is standard in the training community. The methodology used in development included validating the standards against FRA's RISPC activity codes for the HM discipline.

Each region is to ensure there is a primary person to coordinate the OJT for new HM inspectors. Initially, the regional inspector responsible for this coordination is the one who was part of the team involved in development of the guide. For convenience, these inspectors will be referred to as the Regional Training Coordinators (RTC).

### **Roles and Responsibilities**

- The **regional administrators** and **deputy regional administrators** should understand and fully support this OJT process. This includes revising the Critical Performance Outcomes (CPO) for the RTC to ensure the collateral duties inherent in this process are properly recognized. (*Note: The recommended CPO will be provided to the region by the RTC*).
- The **regional hazardous materials specialist** should ensure the process is properly implemented. This includes supporting the RTC, arranging the OJT schedule for the new inspector, and assigning appropriate experienced inspectors to provide the OJT. He/she is also responsible for ensuring that new federal and state inspectors have all of the supporting publications listed in this guide.
- The **RTC**, as a collateral duty, is responsible for overall coordination and administration of the OJT program in his/her region. This includes ensuring that all new and experienced inspectors involved in the OJT process have received hard copies of the guide and electronic copies of the checklist.
- Both the **new and experienced inspectors** involved in the OJT have an obligation to communicate with the RTC, and to ensure the manual is properly used in all phases of the field training.
- The **SIDT Hazardous Materials Specialist** serves as the point of contact between Headquarters, the regions, and the RTC. He/she provides any necessary technical and training support, such as finding and distributing training articles and materials that will improve the process.
- The **SIDT Coordinator** provides overall administrative and technical support for the process. This includes arranging future meetings of any RTC teams for process review and revision, etc.
- The **staff director of the Hazardous Materials Division** should understand and fully support this OJT process. This includes advising the SIDT Specialist of any new duties that have been established for hazardous materials inspectors.

### **Guidelines for Coordination and Administration**

1. It is presumed that the first week of employment typically involves administrative details. As soon as the administrative details are completed, regional management, the regional HM specialist, and the RTC should communicate and establish an OJT schedule for the new inspector.
2. The RTC is **not** personally responsible for providing all of the OJT. When other inspectors are going to provide any phase of OJT, the RTC will ensure that both the experienced inspector and the new inspector have current copies of the guide prior to any training. The RTC will brief both the experienced inspector and the new

inspector on how the guide is to be used. The experienced and new inspectors are responsible for initiating communication with the RTC for this briefing.

3. Although it is understood that inspector duties overlap, each day of OJT should focus on one of the 12 modules (major duties) of the guide to the extent possible. Once the duty module has been selected, there should be both an initial briefing on the tasks of that module, and a debriefing at the end of each day.

The purpose of the debriefing is to go through the day's activities, and to focus on each of the tasks associated with the duty selected. The checklist found at the end of each module can be used as a feedback mechanism during this debriefing.

This checklist may only be used for measuring performance. It is inappropriate to use the checklist for personal comments that are not performance related. If there is a need to communicate such information to regional supervision, then other means should be employed.

4. Module 13 of this guide is Guided Self Study Activities. The new inspector should complete the activities listed in this module and the CD-ROM referenced herein within 90 days of their EOD. Bear in mind that the tests that are part of this self study guide are not pass/fail. The new inspector may retake the tests as often as necessary to master the information. **FRA will not maintain any records of test scores.**

5. New inspectors are responsible for the checklists at the end of each module. They must retain copies in their personal guide and carry them from place to place.

The checklists should be completed whenever all or part of any particular task standard has been accomplished. If part of the task standard has been accomplished, then a "T" should be entered in the P/T column, and the Comments column should indicate how much of the task standard was accomplished. *For example*, if the standard requires the new inspector to complete a task 5 times with 100% accuracy, and the task was completed 2 times with 100% accuracy, this should be noted in the Comments column.

When all of the required tasks for any particular duty have been completed, electronic copies of the checklists must be forwarded to both the RTC and the regional specialist for review. The electronic filename scheme for the checklist is: **OJT XXXXXX Duty Y**, where the X's are the new inspector's last name, and the "Y" following the duty is the duty number. Example: **OJT Doyle Duty 1**.

## Progression and Application of the OJT

1. There is no required sequential order for completion of the standards associated with any of the duties or tasks, and no attempt is made to weigh any of the duties. Although OJT should be focused on a particular duty, it is anticipated that the task standards will actually be accomplished based on available inspection training opportunities.
2. New inspectors will have different levels of experience when they enter on duty. Some of these new inspectors will be highly competent because of their previous employment. In those cases where new inspectors are already well versed on all or some of the standards, the experienced inspectors providing the training should use the guide to validate the new inspector's high level of expertise. In other words, the checklists should still be completed, if only to illustrate that the new inspector is competent.
3. Each of the standards listed in this guide should be completed within nine months from a new inspector's EOD. There is no minimum time frame for completion. For example, if a new inspector has a very high level of expertise (see item # 2, above), then it may be feasible to complete the guide in two or three weeks.
4. The standards are based on the knowledge, skills, and ability levels of GS-11 or 12 inspectors. When the standards are used to provide OJT to GS-9 level HM inspectors, the proficiency level will be 80% of that shown for each standard.

## List of Suggested Reference Publications

The manuals and publications received by enforcement personnel directly influence their ability to conduct thorough inspections and audits. Therefore, it is crucial that they filter down through the right channels \_\_ to the individual inspectors.

Hazardous material manuals and publications will be issued to the Regional hazardous materials specialist, individual FRA and State inspectors.

The following list comprises some of the essential hazardous material manuals and publications:

- Hazardous Materials Enforcement Manual
- 49 CFR Parts 100 \_ 185
- Association of American Railroads - Specifications for Tank Cars, Specification M-1002
- Industry Tank Car Manual(s) e.g. - GATX, UTLX, etc.
- Condensed Chemical Dictionary
- Emergency Response Guidebook
- Rulemakings and Notices
- FRA's safe work procedures
- Electronic Data Interchange (EDI) Manuals
- AAR Intermodal Loading Guide for Products in Closed Trailers and Containers (Specifications M-930, M-931, M-952, Circulars C-43, C-45, and BOE 6C)

**Duty 1: Conduct a FRA Hazmat Job Safety Briefing**  
**Issue Date: 6-7-00 Degree of Difficulty: 1**

Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
Assemble the group for job safety briefing, identify the inspector- in- charge, and conduct an FRA Hazmat Job Safety Briefing. Applies to groups of two or more participants in work activities.	Given guidance from the trainer, with necessary information derived from the Hazardous Materials Enforcement Manual and the FRA Safety & Health Bulletins, and the subtasks listed in this duty, the new inspector will:	Conduct a thorough safety briefing on three separate activity days to the satisfaction of the trainer.
Present the safety briefing.	Given a visit to a rail yard, shipping facility, intermodal facility, or tank car shop, and a discussion relative to inherent safety concerns, the new inspector will:	Identify and discuss potential hazards associated with the satisfaction of the trainer.
Determine the safety equipment required for FRA HM task.	Given any special instructions or existing physical or environmental characteristics specific to the site, the new inspector will:	Correctly identify all the necessary safety equipment. (If safety glasses, reflective vest, safety shoes, hearing protection, gloves, etc) to the satisfaction of the trainer.
Participate in the job briefing		Review the instructions for comprehension and clarity to the satisfaction of the trainer.
Update the job briefing, as appropriate.		Reassemble the group to update the briefing in accordance with safety and health committee recommendations to the satisfaction of the trainer.

<b>Duty 2: Verify compliance with authorized forms of regulatory relief</b> <b>Issue Date: 6-7-00 Degree of Difficulty: 1: 3</b>		
Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
2.1 Conduct a review of existing regulatory reliefs.	Given self-study and a discussion on 49 CFR Part 107 and 174.50, the Hazardous Materials Enforcement Manual, and any applicable FRA Technical Bulletins, the new inspector will:	Correctly identify and document regulatory relief during two separate activities with 100% accuracy.
2.2 Select a facility for inspection to determine compliance with the regulatory relief in effect.	Utilizing a site selected from the listing of DOT Exemptions issued by the Research & Special Programs Administration (RSPA) Web Site at <a href="http://www.rspa.dot.gov">http://www.rspa.dot.gov</a> , the new inspector will:	Correctly identify all sites during two separate and accuracy.
2.3 Conduct a facility inspection.	Given a copy of the regulatory relief and an understanding of 49 CFR Part 171.2 the new inspector will:	Correctly determine compliance during two separate and accuracy.

**Duty 3: Investigation of Hazardous Materials Incidents**      **Issue Date 7-27-99**      **Degree of Difficulty: 1: 4**  
**NOTE: The new inspector's proficiency will be determined by completing a total of four reports, which may be in any combination of categories 3.1, 3.2, or**

Performance (Task)	Conditions (Tools, equipment, documentation)	Standards of Measurement (Time, completeness, or accuracy)
1 During an investigation of an <u>assigned</u> hazardous materials incident, collect and review pertinent data.	Given an assignment by verbal or written communication, (ie: DOT 5800.1, F6180.41, or F6180.55a), and an understanding of 49 CFR Parts 171.15 and 180, and the information collection guidelines listed in the General and Hazardous Materials Enforcement Manuals, the new inspector will:	Gather all of the required information that is pertinent to the investigation. See NOTE in table here.
2 Conduct an on site investigation.	Site visit may be necessary. Under guidance from the trainer and an understanding of the applicable section of the HM Enforcement Manual, the new inspector will use photographs, measuring equipment, and pertinent documents (car movement & repair records, etc.) to:	Conduct interviews, write an FRA Report of Investigation; and collect supporting documents in accordance with FRA guidelines to the satisfaction of the trainer.
3 - Identify and list all Incident Investigation findings	Given the facts gathered during the investigation, the new inspector will:	Prepare and write a report that will identify probable cause and/or contributing factors to the incident to the satisfaction of the trainer.

1 - If During routine inspections, a suspected incident is identified.	Under guidance of the trainer and given an understanding of: - 49 CFR 171.15 and 171.16; - the applicable section of the HM Enforcement Manual, the new inspector will:	Develop evidence from railroad and/or ship documents, railroads accident/incident files inspections (releases) etc., to determine if a has occurred requiring further action and a trainer of appropriate actions to take. See N table header.
2 - Conduct an Investigation of the incident.	Under guidance of the trainer and given an understanding of the applicable section of the HM Enforcement Manual the new inspector will:	Compile and review data gathered from ship papers, industry and responders' internal r and outline any deficiencies noted to the tr:
3 - Identify and list Incident Investigation findings	Given an understanding of the applicable section of the HM Enforcement Manual, the new inspector will use the facts gathered during the investigation to:	Prepare and write a report that will correctly the probable cause and/or contributing fac satisfaction of the trainer.



1 - During a routine inspection if a hazmat incident is <u>identified</u> .	Exercising personal safety under guidance of the trainer, and given an understanding of - the DOT Emergency Response Guide (ERG); - applicable shipping documents; - hazard communications, - FRA Safety & Health Bulletins; - 49 CFR Part 172, 174, 178, 179; - the HM Enforcement Manual; and the - Association of American Railroads - Non-Accident Releases Committee Reports, the new inspector will:	Obtain reporting marks and hazard communication and notify the appropriate authority as soon as practicable to the satisfaction of the trainer. NOTE.
2 - Conduct an investigation of the incident.	After performing a visual/equipment inspection, taking photographs obtaining shipping/manufacturing documents and conducting interviews, etc., the new inspector will:	Compile and review data, noting all deficiencies to the satisfaction of the trainer.
3 - Identify and list Incident Investigation findings.	Utilizing the facts gathered during the investigation, the new inspector will:	Prepare and write a report that will identify probable cause and/or contributing factors to the satisfaction of the trainer.

#### Activity 4: Shipping Papers

Issue Date: 7-27-99

Degree of Difficulty: 2.75

Performance Task	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
Conduct a review and identify the various pieces required on the shipping paper.	Given an understanding of 49 CFR Parts 172 Subpart C, 174.24 and 174.26, IMDG, TDG, and the applicable hazmat shipping papers, the new inspector will:	Correctly identify with 100% accuracy the basic shipping description and additional information on the shipping papers examined on five separate and distinct activity days.
Conduct a review of, and identify the various types of shipping papers acceptable for the transportation of HM by rail.	Given an understanding of 49 CFR Parts 172 Subpart C, 174.24 and 174.26, 40 CFR Part 262, IMDG, TDG, and the applicable hazmat shipping papers, the new inspector will:	Obtain a variety of shipping papers and correctly identify shipping documents, sources, and uses (e.g.: hazardous manifests, train consists, radio issued documentation, lading, waybills, etc.), on five separate and distinct activity days to the satisfaction of the trainer.
Conduct an examination of a variety of shipping papers to determine regulatory compliance.	Given the conditions cited in 4.2 (above), the new inspector will:	Verify the information for correctness, finding all of the deficiencies on shipping papers examined on five separate and distinct activity days with 100% accuracy.
1 - Addressing deficiencies by selecting the appropriate enforcement action to pursue.	Given an understanding of the applicable section of the HM Enforcement Manual the new inspector will:	Initiate proposed corrective action and complete inspection reports with 100% accuracy on five separate and distinct inspections to the satisfaction of the trainer.
Inspect shipping papers to determine if emergency response information is provided in compliance with the regulations.	Given a document containing emergency response information, 49 CFR 172.600, ERG, & MSDS, the new inspector will:	Correctly identify the emergency response information on hazmat documentation examined on five separate and distinct activity days with 100% accuracy.

Conduct a review of existing Electronic Data Interchange (EDI) technology and its application in issuing shipping papers.	Given an understanding of the EDI Manual, the new inspector will:	Obtain an EDI transmission document and correctly in various EDI transmission formats on at least five separate activity days with 100% accuracy.
1. Examine the EDI transmission document	Given an understanding of: - the EDI Manual; - 49 CFR Parts 172 and 174; - IMDG; and TDG, the new inspector will:	Verify the information for correctness, noting all of the deficiencies on the EDI transmission document examine separate and distinct activity days with 100% accuracy.
2. Addressing EDI deficiencies by selecting appropriate enforcement action to pursue.	Given the HM Enforcement Manual and after identifying deficiencies, the new inspector will:	Initiate proposed corrective action and complete an inspection report with 100% accuracy on five separate and distinct inspections to the satisfaction of the trainer.
Conduct an inspection to determine if appropriate record retention practices are in place.	Given a records inspection, the new inspector will:	Determine compliance with requirements for record retention of shipping papers on at least five separate and distinct activities to the satisfaction of the trainer.

**Activity 5: DOT Hazardous Materials Training**      **Issue Date: 7-27-99**      **Degree of Difficulty: 1: 2**

<b>Performance Task</b>	<b>Conditions (Tools, equipment, documentation)</b>	<b>Standards (Time, completeness, or accuracy)</b>
Identify employees who are required to have DOT hazmat training.	Given an understanding of 49 CFR 171.8 and 172.700, the new inspector will:	Define a hazmat employer and hazmat employee to the satisfaction of the trainer.
Identify the different types of training requirements.	Given an understanding of 49 CFR 172.700 the new inspector will:	Describe the basic types of DOT training and how training requirements may satisfy DOT requirements to the satisfaction of the trainer.
Identify the regulatory requirements relative to frequency of DOT hazmat training.	Given an understanding of 49 CFR 172.700, the new inspector will:	Explain when initial and recurrent training are required to the satisfaction of the trainer.
Conduct a review of Recordkeeping requirements as stipulated by the DOT.	Given an understanding of 49 CFR 172.700, the new inspector will:	Describe the recordkeeping and testing requirements for hazmat employers to the satisfaction of the trainer.
Conduct a hazardous materials training records inspection.	Given access to the HM Employer's DOT training records specified in 49 CFR 172.700, the new inspector will:	Determine compliance with training record requirements during at least four separate and distinct daily activities with 100% accuracy.

**Activity 6: Bulk Packaging**      **Issue Date: 6- 7-00**      **Degree of Difficulty: 1: 3.8**

<b>Performance Task</b>	<b>Conditions (Tools, equipment, documentation)</b>	<b>Standards (Time, completeness, or accuracy)</b>
Define bulk packaging.	Given 49CFR 171.8 (definitions), Subparts N and O of Part 178 and training aids, the new inspector will:	List and describe at least eight types of bulk packaging transported by rail to the satisfaction of the trainer.

Identify the marking requirements for bulk packagings, including Intermediate Bulk Containers (IBC's).	Given the following: <ul style="list-style-type: none"> <li>49 CFR Part 172 Subparts B &amp; D</li> <li>Part 178 Subpart N</li> <li>178.703</li> <li>179.22 ( see Tank Car module)</li> </ul> the new inspector will:	Identify and describe at least three types of markings on bulk packagings, including intermediate bulk containers to the satisfaction of the trainer.
Define the requirements for placarding/labeling of bulk packagings, including Intermediate Bulk Containers (IBC's).	Given 49 CFR Part 172 Subpart E & F and additional training materials, the new inspector will:	List the requirements for placarding/labeling for bulk packagings on eight different bulk packagings, including intermediate bulk containers with 100% accuracy.
Describe the process for selecting bulk packagings, including Intermediate Bulk Containers (IBC).	Given the following: <ul style="list-style-type: none"> <li>49 CFR 172.101 (HM Table)</li> <li>Part 173 Subpart B &amp; F</li> <li>171.12</li> <li>IMDG Sec. 26</li> </ul> the new inspector will:	Describe the selection procedures for determining appropriate bulk packagings for five materials of different hazard classes to the satisfaction of the trainer.
Select bulk packagings and corresponding hazard communication requirements.	Given the above information and the necessary number of practical exercises, the new inspector will:	Select the appropriate bulk packagings and hazard communication requirements for five materials of different hazard classes with 100% accuracy.

## Module 7: Non-Bulk Packaging

Issue Date: 6-7-00

Degree of difficulty: 3.8

Performance Task (Skill)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
Define non-bulk packaging	Given 49 CFR 171.8 and Part 178 Subpart L, the new inspector will:	List at least eight types of non-bulk packagings to the satisfaction of the trainer.
Identify the marking requirements for non-bulk packages.	Given the following: <ul style="list-style-type: none"> <li>49 CFR Part 172 Subparts B &amp; D</li> <li>Part 178 Subparts D &amp; L</li> </ul> the new inspector will:	Identify and describe at least five types of markings on non-bulk packages to the satisfaction of the trainer.
Define the requirements for labeling of non-bulk packages.	Given 49 CFR Part 172 Subpart E and 172.101, the new inspector will:	List the requirements for labeling on at least eight non-bulk packages with 100% accuracy.
Describe the process for selecting non-bulk packagings.	Given the following: <ul style="list-style-type: none"> <li>49 CFR 172.101</li> <li>171.12</li> <li>Part 173 Subpart B, C, E, G &amp; I,</li> </ul> the new inspector will:	Describe the selection procedures for determining appropriate non-bulk packagings for five materials of different hazard classes to the satisfaction of the trainer.
Select non-bulk packagings and corresponding hazard communication requirements.	Given the above information and the necessary number of practical exercises, the new inspector will:	Select the appropriate non-bulk packagings and hazard communication requirements for five materials of different hazard classes with 100% accuracy.

## Module 8: Intermodal Operations

Issue Date: 6-8-00

Degree of Difficulty: 3.5

Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
Describe the appropriate Personal Safety considerations to attend to during intermodal facility inspections.	Given an understanding of the applicable FRA Safety & Health standards, and a briefing by the trainer on the hazards of moving equipment at intermodal facilities, the new inspector will:	Recognize and identify the hazards associated with intermodal operations to prevent personal injury to the satisfaction of the trainer.
Conduct inspections to Identify hazardous materials shipments.	Given all appropriate hazard communication information, the new inspector will:	Accurately and consistently determine the presence of hazardous materials on at least five separate and distinct days of activities to the satisfaction of the trainer.
1 Identify various types of intermodal (IM) transport vehicles and freight containers	Utilizing 49 CFR and applicable industry reference materials: <ul style="list-style-type: none"> <li>49 CFR Part 173 Subpart F</li> <li>49 CFR Part 178 Subpart H &amp; N</li> <li>AAR Tank Car Manual</li> </ul> the new inspector will:	Accurately and consistently identify the various types of intermodal transport vehicles and freight containers on at least five separate and distinct days of activities to the satisfaction of the trainer.
2 Conduct inspections of IM transport vehicles, freight containers and IM portable tanks for regulatory compliance.	After gaining access to IM transport vehicles and freight containers & utilizing: <ul style="list-style-type: none"> <li>49 CFR 171.12, 171.12a</li> <li>49 CFR Part 172 (et. al)</li> <li>49 CFR Part 173 Subpart B,E &amp; F</li> <li>49 CFR Part 174 Subpart C &amp; D</li> <li>49 CFR Part 178 Subpart H,L &amp; N</li> <li>AAR Intermodal Loading Guide</li> <li>AAR Spec. M-943 &amp; M-952</li> </ul> the new inspector will:	Accurately and consistently determine compliance with applicable regulations and requirements for authorized packaging, labeling, communication, and proper blocking & bracing on at least five separate and distinct days of activities with 100% accuracy.
3 Review and identify FRA requirements for the use of security seals to provide post-inspection security.	When using FRA security seals in accordance with the HM Enforcement Manual, the new inspector will:	Ascertain that securement exists for safeguarding the shipment to the satisfaction of the trainer.
4 Review and identify FRA requirements for maintaining seal records.	When applying FRA issued security seals in accordance with the HM Enforcement Manual, the new inspector will:	Record required data pertaining to security seal replacement in accordance with FRA guidelines with 100% accuracy.
Conduct an Intermodal facility inspection at a selected site.	Given 49 CFR Part 174 Subparts B & C, the new inspector will:	Inspect TOFC/COFC shipments for compliance with applicable regulations on five separate and distinct activity days with 100% accuracy.
1 Conduct an inspection to verify required documentation of hazardous materials information	Given the following: <ul style="list-style-type: none"> <li>49 CFR Parts 171.12 &amp; 171.12a</li> <li>49 CFR Part 172 Subpart C</li> <li>49 CFR Part 174 Subpart B</li> </ul> the new inspector will:	Verify the required HM information on five separate activity days with 100% accuracy.
2 Conduct a review to determine the applicability of IMDG and TDG regulations during inspection activities.	Given an understanding of the applicable IMDG and TDG regulations, the new inspector will: (note: prerequisite formal classroom training)	Determine compliance noting all of the total deficiencies by the trainer at a facility during at least five separate facility inspections utilizing appropriate IMDG or TDG regulatory citations.

3 Conduct an inspection of intermodal containers and trailers by rail, including securement to the rail car to determine regulatory compliance.	Given AAR Spec. M-943 & M-952 pertaining to intermodal containers and trailers, and the applicable sections of 49 CFR Parts 172 and 174, the new inspector will:	Determine compliance of an HM intermodal shipment all of the total deficiencies found by the trainer during five separate and distinct facility inspections.
4 Conduct an inspection of IM portable tanks by rail, including securement to the railcar to determine regulatory compliance.	Given an understanding of AAR Spec. M-952 pertaining to IM portable tanks, and the applicable sections of 49 CFR Parts 172 and 174, the new inspector will:	Determine compliance of IM portable tanks detecting total deficiencies found by the trainer at a facility during five separate and distinct facility inspections.
5 Conduct an inspection of train crew HM documentation to determine regulatory compliance.	Given an understanding of 49 CFR 174.26, the new inspector will:	Determine that the crew has in its possession a document showing the current position and the proper shipping of each rail car containing HM during at least five separate and distinct inspections with 100% accuracy.
6 Conduct an inspection to determine the responsible parties for the shipment.	Using appropriate documentation gathered at the inspection location, the new inspector will:	Accurately and consistently determine the responsible parties during at least five separate and distinct inspections to the satisfaction of the trainer.
7 Complete an inspection report.	Using a FRA F6180.96 form, and an understanding of the applicable section of the HM Enforcement manual, the new inspector will:	Accurately and consistently prepare and distribute inspection reports on 20 separate and distinct activities to the satisfaction of the trainer.

## Module 9: Rail Operations

Issue Date: 7-27-99

Degree of Difficulty: 3.2

Performance Task	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
1 Identify Personal safety considerations at rail facilities.	Given a review by the trainer of the FRA Safety & Health standards and all applicable carrier safety rules, the new inspector will:	Identify and comply with the applicable safety rules, use appropriate personal protective equipment, and identify dangers associated with rail operations, e.g. moving equipment to the satisfaction of the trainer.
2 Conduct an inspection of carrier owned materials (torpedoes)	Utilizing 49 CFR 174.5, the new inspector will:	Accurately describe the differences in regulated and carrier materials and proper storage to the satisfaction of the trainer.
3 Inspect and observe train movements during railroad operations inspection.	Utilizing 49 CFR, enforcement manual and carrier's timetable and special instructions, and 49 CFR 171.8, the new inspector will:	Identify proper compliance of train movements on five separate and distinct daily inspections to the satisfaction of the trainer.
4 Inspect and observe switching movements at railroad yard.	Utilizing 49 CFR, enforcement manual and carrier's timetable and special instructions, the new inspector will:	Consistently identify regulatory compliance of switching movements on five separate and distinct daily inspections with 100% accuracy.
5 Conduct an Inspection at a railroad interchange point.	Given an understanding of 49 CFR 174.9, and a location where hazardous materials are offered in interchange the new inspector will:	Demonstrate the ability to effectively monitor carrier's compliance with inspections at interchange locations on five separate and distinct inspections to the satisfaction of the trainer.

Module 9: Rail Operations		
Issue Date: 7-27-99		Degree of Difficulty: 3.2
Performance Task	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
1 Identify special handling requirements for certain placarded rail cars in yards.	Utilizing 49 CFR, the new inspector will:	Identify and verify compliance with special handling requirements for certain placarded rail cars in yards on separate and distinct inspections with 100% accuracy.
2 Identify and inspect for the proper placement/position of placarded rail cars in a train.	Utilizing 49 CFR, the new inspector will:	Consistently identify the correct placement and position of placarded rail cars in trains on five separate and distinct inspections with 100% accuracy.
3 Conduct inspections to determine compliance with requirements in Movements to be expedited.	Utilizing 49 CFR, the new inspector will:	Verify compliance with requirements for movements to be expedited on five separate and distinct inspections to the satisfaction of the trainer.
4 Inspect shipping papers to determine if notice is given to train crews of placarded cars is provided.	Utilizing 49 CFR, the new inspector will:	Consistently verify that the crew has in their possession a document reflecting the current position in the train of a car containing hazardous materials and the required hazardous materials information on five separate and distinct inspections with 100% accuracy.
5 Conduct an inspection to determine non-complying hazardous materials tank cars in transportation.	Given an understanding of 49 CFR and the AAR M-1002 Manual the new inspector will:	Accurately determine if a noncomplying tank car may be moved a short distance for repair or subject to a one-time move without approval on five separate and distinct activities to the satisfaction of the trainer.
6 Complete an inspection report.	Given an understanding of the applicable section of the HM Enforcement Manual, and FRA Form F6180.96 form, the new inspector will:	Accurately and consistently prepare and distribute inspection reports detailing deficiencies and appropriate regulatory citations on 20 separate and distinct activities to the satisfaction of the trainer.
7 Review and identify the various enforcement actions available to hazardous materials inspectors.	Given the HM Enforcement Manual and the deficiencies identified on the inspection reports, the new inspector will:	Determine which enforcement action to pursue and when a follow-up inspection is necessary to the satisfaction of the trainer.

Module 10: Tank Cars		
Issue Date: 6-6-00		Degree of Difficulty: 4.5
Performance Task	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)
1 Perform a general review of the various types and uses of tank cars.	Given applicable sections of 49 CFR Part 179, Industry Tank Car Manuals, AAR Tank Car Manual, the new inspector will:	Correctly identify and describe the various classes of tank cars to the satisfaction of the trainer.
2 Identify and describe the specification requirements for tank cars.	Given 49 CFR specification tables sections 179.14, 179.22, 179.101-1, 179.201-1, 179.220, 179.401-1, AAR Tank Car Manual, and using either photos or actual tank cars, the new inspector will:	Correctly identify and describe the specification of ten different types of tank cars according to its specification markings and codes to the satisfaction of the trainer.
3 Properly identify and interpret tank car markings, other than specification markings.	Given 49 CFR Part 172 Subpart D and AAR Tank Car Manual, App. C, the new inspector will:	Correctly identify and describe the markings on ten different types of tank cars with 100% accuracy.

Duty 10: Tank Cars		Issue Date: 6-6-00	Degree of Difficulty: 4.5
Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)	
1 Properly identify and describe the function of the various tank car valves, piping, gaskets and fittings.	Given 49 CFR Part 179 , applicable industry manuals, and the AAR Tank Car Manual, the new inspector will:	Correctly identify and describe with 100% accuracy the valves, fittings, etc on at least ten tank cars that are representative of the general tank car population	
2 Conduct an on-site inspection and identify various tank car valves, piping, gaskets and fittings, and their proper securement and condition.	Given the above stated conditions, including 49 CFR 173.31, the new inspector will:	Correctly identify various valves, piping, gaskets, fitting markings and classes of tank cars, including proper securement and condition, by inspecting 10 tank cars on 5 separate inspection activities with 100% accuracy.	
3 Conduct a comprehensive tank car inspection.	Given the above stated conditions, including 49 CFR Part 172 Subpart D & F, Part 215 App. D, the new inspector will:	Determine regulatory compliance by inspecting 10 tank cars on 5 separate and distinct inspection activities with 100% accuracy.	

**Duty 11: Manufacturing, Qualification & Maintenance of Tank Cars**  
**Issue Date 7-29-99**

**Degree of Difficulty: 5**

Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)	
1 Conduct a review of the facility's Quality Assurance Program (QAP)	Given a control copy of the tank car facility QAP Manual, 49 CFR Parts, 179 & 180, and AAR Tank Car Manual, the new inspector will:	Review the facility's QAP Manual and applicable certificates, e.g., facility classifications ( Appendix B), welding certificates (Appendix W), etc. for compliance to the satisfaction of the trainer.	
2 Inspect for Qualification and Maintenance of Tank Cars.	Given 49 CFR Parts, 179 & 180, AAR Tank Car Manual, facility QAP Manual, the new inspector will:	Review the facility's repair, reconditioning, and retest for compliance with applicable FRA and AAR requirements and standards with 100% accuracy on at least two separate inspections.	
3 Inspect tank cars, tank car tanks, valves & fittings during repair, retest and or recondition for regulatory compliance.	Same as listed above, the new inspector will:	Inspect tank cars, tank car tanks, valves & fittings throughout the process of repair, retest and/or recondition for compliance with approved procedures, AAR & DOT requirements with 100% accuracy on at least two separate facility inspections.	
4 Conduct an inspection of a Tank Car at a manufacturing facility.	Same as listed above, the new inspector will:	Correctly identify with 100% accuracy on at least two separate facility inspections.	

Duty 12: Shipping Facility		Issue Date 6-7-00	Degree of Difficulty: 5
Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or accuracy)	
12.1 Perform a Pre-inspection review.	Given previous FRA F6180.96 inspection reports, F6180.67 violation reports, F5800.1 incident reports, and reference 49 CFR 171.15, 171.16, Enforcement. Manual, FRA S&HB Bulletins, etc., the new inspector will:	Review pertinent documents prior to inspection identifying discrepancies between proposed inspection to tank car and facility records.	

Duty 12: Shipping Facility      Issue Date 6-7-00      Degree of Difficulty: 5		
Performance (Task)	Conditions (Tools, equipment, documentation)	Standards (Time, completeness, or
12.2 Conduct an inspection of shipping documents.	Given DOT registration, DOT HM training records, shipping papers, emergency response documents, DOT exemptions/approvals, and 49 CFR Part 172, the new inspector will:	Identify with 100% accuracy distinct facility inspection
12.3 Conduct an inspection of the facility's tank car unloading process.	Given 49 CFR 174.67, the new inspector will:	Inspect the unloading process requirements, correctly identifying during at least five separate
12.4 Conduct an inspection of the facility's tank car loading process	Given 49 CFR 173.24, 173.31, the new inspector will:	Inspect the loading process requirements with 100% facility inspections.
12.5 Conduct an inspection to determine proper Filling Limits / Densities.	Given the necessary data, FRA Computerized Programs/Manuals, 49 CFR 173.24 b, 173.314, the new inspector will:	Calculate, manually and/or limit/density accurately to 1 accuracy.
12.6 Conduct a pre-departure inspection of tank cars to determine regulatory compliance.	Referencing conditions detailed in Module #10 (Tank Car Inspection), the new inspector will:	Inspect tank cars for compliance at least ten separate facilities



12.7 Conduct an inspection of rail equipment other than tank cars for regulatory compliance.	Given 49 CFR Part 172, 173 and 215 Appendix D, the new inspector will:	Inspect rail cars for com at least ten separate facil
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<b>Duty 13: Guided Self Study Activities - Issue Date: 6-7-00</b>		<b>Degree of Difficulty: 4</b>
<b>Performance (Task)</b>	<b>Conditions (Tools, equipment, documentation)</b>	<b>Standards (Time, completeness, or ac</b>
13.1 Review the Introduction to the DOT Hazardous Materials Transportation Training Modules and related self study materials	Given the RSPA CD containing the six training modules and related self study materials, work projects, and tests, the new inspector will:	Complete the Introductory Trainer to demonstrate und of the CD program.
13.2 Complete Module 1 on the utilization of the Hazardous Materials Table.	Given the RSPA CD containing module 1 and related self study materials, work projects, and tests, the new inspector will:	Utilize the selected material use of the HM Table and re assigned work projects to t achieving a score of at leas
13.3 Complete Module 2 on the regulatory requirements relative to shipping papers.	Given the RSPA CD containing module 2 and related self study materials, work projects, and tests, the new inspector will:	Utilize the selected material understanding the regulator papers by completing the a satisfaction of the trainer ar on the related test.
13.4 Complete Module 3 on the regulatory requirements relative to packaging.	:Given the RSPA CD containing module 3 and related self study materials, work projects, and tests, the new inspector will:	.Utilize the selected materia understanding the regulator by completing the assigned the trainer and achieving a test.
13.5 Complete Module 4 on the regulatory requirements relative to marking and labeling	Given the RSPA CD containing module 4 and related self study materials ,work projects, and tests, the new inspector will:	.Utilize the selected materia understanding the regulator and labeling by completing satisfaction of the trainer ar on the related test.
13.6 Complete Module 5 on the regulatory requirements relative to placarding.	Complete Module 5 on the regulatory requirements relative to placarding and related self study materials, work projects, and tests, the new inspector will:	Utilize the selected material understanding the regulator by completing the assigned the trainer and achieving a test.
13.7 Complete Module 6 on the regulatory requirements relative to carrier requirements by rail.	Complete Module 5 on the regulatory requirements relative to carrier requirements by rail, and the self study materials, work projects, and tests, the new inspector will:	Utilize the selected material understanding the regulator requirements by rail by con the satisfaction of the train 80% on the related test.